

# Confidentiality Deed



## Warning

**This is an important document.**

**You should read this document carefully.**

This Deed should be read in conjunction with any other documents provided in accordance with the Franchising Code of Conduct. It is part of the required documentation for a King of the Pack Franchised Business.

Entering into a franchise is a serious undertaking.

Take your time, read all of the documents carefully, talk to other Franchisees and assess your own financial resources and capabilities to deal with the requirements of a King of the Pack Franchised Business.

You should make your own enquiries about the franchise and about a King of the Pack Franchised Business.

You should obtain advice about the Franchise Agreement and other documentation including this Deed, our Disclosure Document and the business which you will operate, by all of the following persons:

- an independent legal adviser;
- an independent business adviser; and
- an independent accountant.

Although we recommend that you obtain independent advice, there is no obligation or requirement for you to do so – the decision is ultimately yours.



**3 Return of Confidential Information**

Subject to the terms of any further agreement between the parties, and upon completion of the Purpose, the Confidant shall return all copies of the confidential information howsoever embodied or recorded at the direction of the Company.

**4 Breach**

In the event of a breach or threatened breach of the terms of this Deed by the Confidant, the Company shall each be entitled to an injunction restraining the Confidant from committing any breach of this Deed without showing or proving any actual damage sustained by The Company.

**5 Indemnity for breach by the Confidant**

The Confidant indemnifies, and will keep indemnified, the Company against any loss or damage to the extent that the loss or damage arises from or is connected in any way with any breach of any term of this Deed by the Confidant.

**6 Obligations Shall Survive**

The obligations of the Confidant under this Deed shall survive the finalisation or discontinuance of the Purpose until an agreement is executed.

**7 Consultants and Employees**

The Confidant shall assume responsibility for the actions of its consultants and employees who have access to the confidential information and shall ensure that the consultants and employees shall be similarly bound by the obligation created under this Deed.

**8 Rights**

This Deed shall not be construed as granting to the Confidant any rights relating to the confidential information except as expressly provided in this Deed or specifically agreed to by the parties in writing.

**Executed as a Deed:**

**Signed on behalf of the Company:**

.....  
(Signature)

.....  
(Signature of Witness)

.....  
(Print Name and position)

.....  
(Name of Witness)

**Signed by or on behalf of the Confidant:**

.....  
(Signature)

.....  
(Signature of Witness)

.....  
(Print Name and position)

.....  
(Name of Witness)